19 41

Department of L.S.G. Irrigation

OFFICE Mines & Geo

STATION Hospet

Mi No. 2826

I. 4316/41

Dated 16.10.41

DEPARTMENT
21 OCT 1941

Pages in the file

(SUBJECT.)

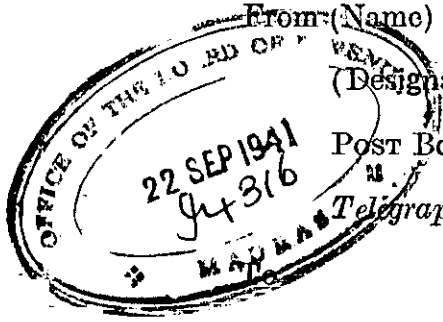
Prospecting license - Red Oxide of Iron - (Bellary) - Bellary Taluk - Hanikunta Village - S.No. 326 - Area 1 Acre - Sanctioned; draft lease deed - Approved.

C.F. 32 (a).

REVENUE DEPARTMENT.

In reply, please quote number date and short title.

Received ..... *Registered* .....



From (Name) I. M. Fraser Esquire, I.C.S.,

(Designation) Collector,

Post Box ....., (Station) Bellary.

Telegraphic Address .....

The Secretary to the Board of Revenue,
Chepauk, Madras.

Ref: M.L.A. *No.*A-1. 3/40, *dated* 18th Septr. 1941.

Sir.

ENCLOSURES ..... One Lease deed.

SPARE COPIES (V) pp 564

MINING LEASE - Red oxide of iron - Bellary Bellary taluk - Janikunta village - S.No. 326 part - Vishnu Nimbkar Sri - Sanctioned Draft Lease.

Ref: Board's Misc.No.2348, dated 25.8.41.

....

The attention of the Board is invited to its proceedings read above. A draft mining lease dee is enclosed for favour of approval and return.

2. The lessee has paid Rs.50/- into the Bella Sub Treasury in chalan No.385, dated 11th Septemb 1939 towards the Government Solicitor's fee.

For Collector.

ksk.19.9.

Draft.

Mining lease - Red oxide of iron - (Bellary) - Bellary Tk. Jarrakunta Vge. - S. No. 326 - Part - Vishnu Nimbkar Sri. - Sanctioned - Draft lease deed - Approved.

Read again

BB. Mis. No. 2348 dt 25-8-41 - &

D. 4316/41 - From the Coll., Bellary - Req. M.L.A. - Ap. 3/40 dt 18.9.41 -

Res. Mis. No 2826 dt 16-10-41

The draft lease deed subd by the Coll with his letter cited above is returned approved subject to the Corrections carried out therein.

2. The fee of Rs 50/- (fifty) only being the fee paid by the lessee for the scrutiny of the lease deed by the Govt Solicitor Madras should be refunded to him as the draft lease deed was not sent to the Govt Solicitor for scrutiny

To the Coll of Bellary with a lease deed returned

(P)

C.F. 32 (a).

In reply, please quote number, date and short title.*

Revenue DEPARTMENT.

Received ..... *Registered* .....

From (Name) I. M. Fraser Esquire, I.C.S.,

(Designation) Collector,

Post Box ....., (Station) Bellary.

Telegraphic Address .....

To

The Secretary to the Board of Revenue,
Madras.

OFFICE OF THE BOARD OF REVENUE
18 JAN 1942
MADRAS

L.A. No. 3/40-A1 ..., *dated* 13th January *19*42

Enclosures

Spare Copies

MINING LEASE - Red oxide of iron - Bellary taluk - Janikunta village - S.No.326 part - 304 acres - Vishnu Nimbkar (Sri) - Sanctioned - Copy of the lease deed - Forwarded.

Ref: Board's Proceedings Misc.No.2348, dated 25.8.41.

.....

I enclose a copy of the lease deed together with a sketch of the mining area for file in the Board's Office.

For Collector.

ksk.15.1.

To A.S.

Submitted that this may be recorded and shifted with Ref. No. this 28.26 dy 16.10.64 ¶3 of 9 (A)

Jm
7/3/65

9/3

Note.

In this letter overlap the letter referred only to Ref. No. this 23.28 dy 25-8-64 in which the BOL mentioned the granting & running of Jeem. the chief was not to Ref this 28.26 dy 16.10.64 in which the Jeem closed was explained. It was therefore thought that the closed was a short closed and should be sanctioned. The duty is remitted

¶ 5-6 of (A)

¶ 3 of (A)

Very Good
9/3

Jm
7/8/64

Note File

Mining lease - Red oxide of iron - (Bellary) - Bellary taluk - Janikunta Vge - S. No. 326. Part - Krishna Nambiar. Smt - Sanctioned draft lease deed - Approval.

I. 4316/41

p/cf. From the colr of Bellary I 18-9-41.

Rs (I).

With reference to paragraph 2 of his Memo. No. 2348 I 25-8-41 the colr. has submitted a draft lease deed for approval. The lease deed need not be sent to the Govt Solicitor for scrutiny, as red oxide is not a new mineral for which lease has been granted for the first time. There is already another lease for red oxide in the Bellary dt. A copy of that lease deed is at (V). The draft lease deed now submitted by the colr has been scrutinised and corrections carried out wherever necessary. The latest amendments issued to the standard form of mining lease in Memo. To Press I 24-7-41 have also been incorporated in the draft lease deed. It may be approved and returned to the colr. The colr may be requested to refund

(V). p 8 c.f.

(P)

may 10/9/41

~~to~~ the lessee the amount of Rs. 50/- paid by him on account of the Govt. Solicitor's fee.

30/9/41.
30/9/41

mes
10/10/41

J.S
A.S.(LR&D).

To A.S.(D).

Draft submd.

4. The file may kindly be marked to J.S. for approval now.

Sd
11/10/41.
11/10/41

mes
13/10/41.

mes
15/10/41
J.S.

Attended

BB. 2348 this put up 25-8-41. with file has not been received back with it. Pl trace it.

Sd
11/10

B.P.No. Mis. 2826
Dated. 16.10.41

Single Member
Two Members
Full Board

	I-A.	A.D.S. & L.R.	Assistant Secretary L.R. Irrign.	Assistant Secretary Sep.Rev.	J.S. Secy.	M 3	M 2	M 1
1. Open file seen by			✓	✓				
2. Final draft seen by			✓	✓				
3. Now circulated to								
4. Initials								

60
25/10

Passed for record.

Secretary

Joint Secretary.

A.S.(L.R.)

A.S.(Irrign). 2/4/10. mas 25/10

A.S.(Sep.Reve).

A.D.S.& L.R.

I.A

Note:- Entries not required to be scored out.

Draft form of mining lease.

( ) - (1) This wording is to be used where the lease is granted to one individual

This indenture made this day of January 19 42. Between His Excellency the Governor of Madras hereinafter referred to as "The Governor" (which expression shall where the context admits be deemed to include his successors in office and assigns) of the one part and Vishnu Nimbkar (son of Ramachandra Nimbkar), Manager and Engineer. Messrs. Consolidated Pneumatic Tool Co, Ltd., Hamilton House, Ballard Estate, Bombay,) hereinafter referred to as "the lessee" (which expression shall where the context so admits be deemed to include his heirs executors administrators representatives and permitted assigns) of the other part.

(represented by C. Srinivasachari agent to Mr. V. Veibbar under general power of attorney of 4.6.)

NOW THESE PRESENTS WITNESS that in consideration of the rents and royalties convenants and agreements by and in these presents and Schedule hereunder written reserved and contained and on the part of the lessee to be paid observed and performed the Governor hereby grants and demises unto the lessee *all those* the mines beds veins and seams of Red Oxide of iron (hereinafter and in the said schedule referred to as "the said mineral") situate lying and being in or under the lands which are referred to in Part I of the said schedule *together* with the liberties powers and privileges to be exercised or enjoyed in connexion therewith which are mentioned in Part II of the said schedule *Subject* to the restrictions and conditions as to the exercise and enjoyment of such liberties powers and privileges which are mentioned in Part III of the said schedule *except* and reserving out of this demise unto the Secretary of State the liberties powers and privileges mentioned in Part IV of the said schedule *to hold* the premises hereby granted and demised unto the lessee from the 5th day of January 1942 for the term of 10 years thence next ensuing *yielding* and paying therefor unto the Governor the several rents and royalties mentioned in Part V of the said schedule at the respective times therein specified subject to the provisions contained in Part VI of the said schedule AND the lessee hereby covenants with the Governor as in Part VII of the said schedule is expressed AND the Secretary of State

hereby covenants with the lessee as in Part VIII of the said schedule is expressed AND it is hereby mutually agreed between the parties hereto as in Part IX of the said schedule is expressed.

IN WITNESS whereof these presents have been executed in manner hereunder appearing the day and year first above written.

The schedule above written.

Part I—The area of this lease.

Description of area.

All that part or parcel of land situate at Jani Kunta Village in the Registration District of Bellary, sub-district Bellary and bearing Survey No. 326 Part I and II of Jani Kunta Village containing an area of Acres 304 or thereabouts delineated on the plan hereto annexed and thereon coloured and bounded as follows:—
S. No. 326 Part I

On the North by S. Nos. 61, 62, 74 75, 77 and 78.
On the South by portion of S. No. 326 and No. 34 Thunti Village, Hospet Taluk.
On the East by S. No. 326 Part.
And on the West by Haragandona Village of Bellary Taluk.
S. No. 326 Part II.
On the North by S. No. 326 Part.
On the South by No. 34 Tunti Village of Hospet Taluk.
On the East by No. 34 Tunti Village of Hospet Taluk.
And on the West by No. 34 Haraganadona Village of Bellary Taluk.

PartII.—Liberties, powers privileges to be exercised or enjoyed by the lessee subject to the restrictions and condit ons in Part III.

Liberty to work mines.

1. Liberty and power to enter upon the lands referred to in Part I (hereinafter referred to as 'the said lands') and to search for win work get raise and carry away the said mineral.

Liberty to sink pits etc, (and use existing pits, etc)

2. Liberty and power for or in connexion with any of the purposes mentioned in this Part to sink drive make maintain and use in the said lands any pits shafts inclines drifts levels, waterways, airways and other works [and to use, maintain, deepen or extend any existing works of the like nature in the said lands].

Liberty to make works (and use existing works)

3. Liberty and power for or in connexion with any of the purposes mentioned in the Part, to erect, con-

upon any public pleasure ground burning or burying ground or place held sacred by any class or persons or any house or village site public road or other place which the Governor may determine on public grounds to bring within this restriction nor in such a manner as to injure or prejudicially affect any buildings works property or rights of other persons and no land shall be used for surface operations which is already occupied by persons other than the Governor for works or purposes not included in this lease if any other land not so occupied is suitable and available for such surface operations.

No surface operations upon land not already used therefor unless after notice & unless no objections thereto.

2. Before using for surface operations any land which has not already been used for such operations the lessee shall give to the Collector of Bellary for the time being as the agent in that behalf of the Governor two calendar months' previous notice in writing specifying the name or other designation the situation and the quantity of the land proposed to be so used and the purpose for which the same is required and such land shall not be so used if the said agent shall within two calendar months after the receipt by him of such notice state some objection to such user unless the objection or objections so stated shall on reference to the Governor be annulled or waived by him.

No timber to be cut without sanction of Collector.

3. The lessee shall not without the express sanction of the Collector cut down or injure any timber or trees on the said lands but may without such sanction clear away any brushwood or undergrowth which interferes with any operations authorized by these presents.

No workings within 50 yards of public works etc. except with previous permission.

4. No mining operations or workings shall be carried on or permitted to be carried on by the lessee in or under the said lands at or to any point within a distance of 50 yards from any railway reservoir canal or other public works or any building or inhabited site shown on the plan hereto annexed except with the previous permission in writing of the Governor in or some officer authorized by him in that behalf or otherwise than in accordance with such instructions restrictions and conditions either general or special which may be attached to such permission. The said distance of 50 yards shall be measured in the case of a railway reservoir or canal horizontally from the outer toe of the bank or the outer edge of the cutting as the case

may be and in the case of building horizontally from the plinth thereof. For the purpose of this clause the expression 'railway' shall have the same meaning as it is defined to have in the Indian Railways Act, 1890, by Section 3 (4) of that Act.

Part IV:-Liberties powers and privileges reserved to the Governor.

Liberty to work other minerals.

1. Liberty and power for the Governor or any lessee or person authorized by him in that behalf to enter into and upon the said lands and to search for win work dig get raise and carry away any other than the said mineral and any other substances and for those purposes to sink drive make erect construct maintain and use such pits shafts inclines drifts levels water-ways air-ways water-courses drains reservoirs engines machinery plant buildings canals tramways railways roads ways and other works and conveninces as may be deemed necessary or convenient *provided* that in the exercise hereof no hindrance or interference shall be caused to or with the liberties powers and privileges of the lessee under these presents and that fair compensation shall be made to the lessee for all loss or damage sustained by the lessee by reason or in consequence of the exercise hereof.

Liberty to make railways and roads.

2. Liberty and power for the Governor and any lessee or person authorized by him in that behalf to enter into and upon the said lands and to make upon over or through the same any railways tramways or roads for any other than the purposes aforesaid and to get from the said lands stone gravel earth and other materials for making maintaining and repairing such railways tramways and roads or any existing railways tramways and roads and to go and repass at all times over or along any such railways tramways or roads for all purposes and as occasion may require.

Part V:—Rents and royalties reserved by this lease.

Fixed half-yearly rent.

1 The lessee shall as from the day of January 1942 during the subsistence of this lease pay to the Governor the certain half-yearly rent of Rs. 152—0—0 on the 5th day of July and the 5th day of January in each year the first payment thereof to be made on the 5th day of July 1942 in respect of which rent the lessee may in

the half-year in respect of which the same is payable sell or carry away such aggregate quantity of the said minerals as at the rates in the next succeeding clause mentioned would produce royalties for that half-year equal in amount to the said half-yearly rent but the said half-yearly rent shall be paid whether such quantity shall be sold on carried away or not.

Royalties.

2. The lessee shall during the subsistence of this lease pay to the Governor on the 5th day of July and the 5th day of January in each year:—

Sale value of the mineral. (pits mouth to be omitted)

[Royalty at the rate of 2½ per cent of the sale value at the pits mouth or at the surface of the red oxide produced from the said lands which shall be sold or carried away by the lessee during the half-year preceding the said dates respectively in excess of the quantity which the lessee is authorized to sell and carry away in that half-year in respect of the said certain half-yearly rent.]

2A. The Governor shall have the right to vary the rate of royalty during the currency of the lease provided the lessee is given six calendar month's notice of the intention of the Governor to vary the rate of royalty on the expiry of the notice.

Such

Surface rent.

3. The lessee shall pay to the Governor in respect of all parts of the surface of the said lands which shall from time to time be occupied or used by the lessee under the authority of these presents rent at the rate of Rs. 0-4-0 per annum per acre of the area so occupied or used and so in proportion for any area less than an acre during the period from the commencement of such occupation or user until the area shall cease to be so occupied or used and shall be restored to its original condition which rent shall be computed and shall be paid on each of the half-yearly dates herin before appointed for payment of the said cestain half-yearly rent *provided* that no such rent shall be payable in respect of the occupation or user of the area comprised in any roads or ways existing on the said lands at the commencement of the term of this lease.

Part VI.—Provision relating to the rents and royalties.

Place of payment.

1. The rents and royalties mentioned in Part V of this schedule shall be paid free from any deductions to the Sub-treasury Officer at Bellary

or to such other officer and at such other place as the Collector of Bella--- shall from time to time appoint, pr vided always and it is hereby agre that Rs. 500/- the balance standing the credit of the lessee on account the deposit made by him on applyi for this lease shall subject to the pr visions hereinafter contained be r tained and accepted by the Govern in satisfaction of the rents and roya ties mentioned in Part V until th reach that amount.

Average clause.

2. If in any half-year after tl first 12 months of the said term tl lessee shall not sell or carry awa such aggregate quantity of the sai mineral as at the rates mentioned i clause 2 of Part V of this Schedul would produce royalties for that hall year equal in amount to the said cer tain half-yearly rent then and in suc case the lessee may in the next suc ceeding half-year pay any rent o royalty (other than the said half yearly rent) in respect of the quantity of the said mineral, sold or carriec away in that falf-year, which is equivalent to the difficiency in the saic mineral, sold or carried away in the preceding half-year, which shall at the rate of royalty payable during the succeeding half-year be required to produce royalties for the preceding half-year equal in amount to the said certain half-yearly rent.

Mode of computation of royalty

For the purpose of computing the said royalty the sale value of the mineral shall be ascertained.

Part VII.— The Covenants of the lessee.

To pay rents royalties rates and taxes.

1. The lessee shall pay the rents and royalty reserved by this lease at the times and in the manner provided in Parts V and VI and shall also pay and discharge all taxes rates assessments and impositions whatsoever being in the nature of public demands which shall from time to time be charged assessed or imposed upon or in respect of the mines or works of the lessee or any part thereof by authority of the Government of India of the Province of Madras or otherwise except demands for land revenue and shall also pay interest at the rate of six per cent per annum on all arrears of such rents or royalty from the date whereon the same ought to be paid under these presents.

To erect boundary marks

2. The lessee shall at the lessee's own expense forthwith erect and at all times maintain and keep in repair

boundary marks and pillars along the boundaries of the said lands according to the demarcation shown in the plan hereto annexed and shall also in case where in the opinion of the Governor there is danger of mining operations extending beyond the boundary of the said lands keep the boundary lines between the said marks and pillars sufficiently clear of shrubs and other obstructions to allow of easy identification of such boundary.

To start operations within a year and to work continuously

3. Unless good cause exists for exemption from this present covenant (a question on which the decision of the Governor shall be final) the lessee shall within one year from the date of this lease start mining operations in the said lands to the satisfaction of the Governor and shall thereafter at all times during the continuance of this lease search for win work and develop the said mineral without voluntary intermission in a skillful and workmanlike manner and upon the most approved principle without doing or permitting to be done any unnecessary or avoidable damage to the surface of the said lands or the crops buildings structures or other property thereon and shall not cultivate or use the said lands in any manner other than as authorized by these presents.

To secure pits and shafts

4. The lessee shall during the said term well and sufficiently secure and keep open with timber or other durable means all pits shafts and workings that may be made or used in the said lands and make and maintain sufficient fences round every such pit or shaft and also shall at all times during the said term keep all workings in the said lands except such as may be abandoned free from water and from foul air as far as possible.

To strenghen and support mines.

5. The lessee shall on notice from the Governor strengthen and support to his satisfaction any part or parts of the mine when in his opinion such strengthening and support is needed for the safety of any railway reservoir canal or other public work or any building whether the said railway reservoir canal or other public work or other buiding shall be existing during the working of such part or parts of the mine already existing or shall be constructed after the said part or parts of the mine have been worked out. Such strengthening and support shall be

made and done at the expense of the lessee if they are needed for the safety of any railway reservoir canal or other public work or other buildings as aforesaid already existing at the time of the working of the said part or parts of the mine by reason of the lessee having conducted mining operations within the limits prohibited by clause 4 of Part III of this schedule and in other cases at the expense of the Governor.

5 A. In the event of electric energy being supplied by Government in the Vicinity of the area of this lease the lessee shall take all the electric energy necessary for the working of the mine or mineral only from such sources.

To allow inspection of working.

6. The agents servants and workmen authorized by the Governor in this behalf shall be at liberty at all reasonable times during the said term to inspect and examine all mines and works carried on by the lessee in or under the said lands and make surveys or plans thereof and the lessee shall with proper persons employed by the lessee and acquainted with the mines and works effectually assist such agents servants and workmen in conducting every such inspection and shall afford them all information connected with the working of the mines which they may reasonably require and also shall and will conform to and observe all orders and regulations which the Governor as the result of such inspection or otherwise may from time to time see fit to impose in the interests of public health and safety.

To report accdents.

7. The lessee shall without delay serd to the Collector a report of any accident which may at any time occur at or in the said lands or any pit shaft or working therein.

To report discovery of other minerals.

8. Whenever the lessee shall find in the said lands any mineral product other than the said mineral the lessee shall immediately report such discovery in writing to the Collector with full particulars of the nature and position of each find

To keep hooks of accounts and furnish abstracts cts

9. The lessee shall at all times during the said term keep or cause to be kept at an office to be situate upon or near the said lands correct and intelligible books of accounts upon such plan or principle and in such form as may be approved of by the

Governor which books shall contain accurate entries showing from time to time (1) the quantity of the said mineral realized from the said lands (2) the quantity of the said mineral sold and exported respectively (3) the quantity of the said mineral otherwise disposed of and the manner and purpose of such disposition (4) the prices and other particulars of all sales of the said mineral (5) the number of persons employed in the mines or works in or upon the said lands, and (6) all such other facts particulars and circumstances as the Governor may consider necessary for conveniently ascertaining the amount of the royalty from time to time payable under these presents and the lessee shall also furnish free of charge to such officer and at such times as the Governor may appoint true and correct abstracts of all or any of such books of account and such information and returns as to all or any of the matters aforesaid as the Governor may prescribe and shall at all reasonable times allow such officers as the Governor shall in that behalf appoint to enter into and have free access to the said office for the purpose of examining and inspecting the said books of account and to take copies thereof and make extracts therefrom.

To keep plans of working.

10. The lessee shall at all times during the said term cause to be made and kept at the said office correct and intelligible plans and sections of the mines in the said lands which plans and sections shall show as well the operations and workings carried on as also all vein-faults and other disturbances observed and encountered in such operations and workings and all such plans and sections shall be amended and filled up by and from actual surveys to be made for that purpose at the end of every period of twelve months and the lessee shall furnish free of charge to the Governor true and correct copies of such plans and sections whenever thereunto required.

To provide weighing machine.

11. The lessee shall provide and at all times keep at or near the pit head or each of the pit heads at which the said mineral shall be brought to bank a properly constructed and efficient weighing machine and shall weigh or cause to be weighed thereon all the said mineral from time to time brought to bank sold exported and shall at the close of each day cause the total weights ascertained by such means of the said mineral raised sold

exported during the previous twenty-four hours to be entered in the aforesaid books of account and will permit the Governor at all times during the said terms to employ any person or persons to be present at the weighing of the said minerals as aforesaid and to keep accounts thereof and to check the accounts kept by the lessee.

To allow test of weighing machine.

12. The lessee shall allow any person or persons appointed in that behalf by the Governor at any time or times during the said term to examine and test every weighing machine to be provided and kept as aforesaid and the weights used therewith in order to ascertain whether the same respectively are correct and in good repair and order and if upon any such examination or testing any such weighing machine or weights shall be found incorrect or out of repair or order the Governor or Collector may require that the same be adjusted repaired and put in order by and at the expense of the lessee and if such requisition be not complied with within fourteen days after the same shall have been made the Governor or Collector may cause such weighing machine or weights to be adjusted repaired and put in order and the expense of so doing shall be paid by the lessee to the Governor on demand and if upon any such examination or testing as aforesaid any error shall be discovered in any weighing machine or weights to the prejudice of the Governor such error shall be regarded as having existed for three calendar months previous to the discovery thereof or from the last occasion of so examining and testing the same weighing machine and weights in case such occasion shall be within such period of three months and the said rent and royalty shall be paid and accounted for accordingly.

To pay compensation for injury to third parties

13. The lessee shall make and pay reasonable satisfaction and compensation for all damage or injury to person or property which may be done by or on the part of the lessee in exercise of the liberties and powers granted by these presents and shall at all times save harmless and keep indemnified the Province of Madras from and against all suits claims and demands which may be brought or made by any person or persons in respect of any such damage or injury.

13A. The Collector may retain out of the amount standing to the credit of the lessee on account of the

exported during the previous twenty-four hours to be entered in the aforesaid books of account and will permit the Governor at all times during the said terms to employ any person or persons to be present at the weighing of the said minerals as aforesaid and to keep accounts thereof and to check the accounts kept by the lessee.

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13A. The Collector may retain out of the amount standing to the credit of the lessee on account of the

deposit made by him on applying for this lease such sum as he may determine necessary as security for and on account of any claim for compensation which may be made by any person or persons against the lessee and the Governor in respect of any damage or injury done by the lessee in exercise of any of the powers conferred by this lease and in or towards payment of any damage, costs and expenses which may become payable as the result of or in connection with any suits or proceedings which may be instituted against the Province of Madras in respect of any such damage or injury and also for the restoration by the lessee to its natural or original condition of the surface of all lands which shall be occupied by the lessee and for the cost of fencing or filling in of abandoned pits made by the lessee in the said lands during his tenancy thereof.

Not to obstruct working of other minerals

14. The lessee will exercise the liberties and powers hereby granted in such a manner as to offer no unnecessary or reasonably avoidable obstruction or interruption to the development and working of any minerals not included in this lease and will at all times afford to the Governor and to the holders of prospecting licences or mining leases in respect of any such minerals or any minerals within any lands adjacent to the said lands reasonable means of access and safe and convenient passage upon and across the said lands to such minerals for the purpose of getting working developing and carrying away the same.

Restrictions on assignment or transfer.

15. The lessee shall not assign this lease or transfer any interest hereunder, without the previous written sanction of the Governor which may be given on and subject to such term and conditions as the Governor may deem fit to impose nor shall the lessee allow this lease or any interest hereunder to be attached or sold in compliance with any decree or order of a Court or Revenue Officer, provided that in case any of such assignment or transfer as aforesid (authorized or sanctioned by or under this provision) the instrument thereof shall within three calendar months from the date of its completion be produced to the Collector and the sum of Rs. 50/- paid to the Collector as the fee for registration thereof in his office.

Not to be financed or controlled by any Trust Syndicate or Corporation.

16. The lessee shall not enter into or make any arrangement compact or understanding whereby the lessee will or may be directly or indirectly financed or by or under which the lessee's operation or undertakings will or may be carried on directly or indirectly by or for the benefit of or subject to the control of any Trust Syndicate Corporation firm or person unless with the written sanction given prior to such arrangement compact or understanding being entered into or made of the Governor and any or understanding as aforesaid (entered into or made with such sanction as aforesaid) shall only be entered into or made and shall always be subject to an express condition binding upon the other party or parties thereto that on the occasion of a state of emergency of which the Governor General of India in his discretion shall be the sole Judge it shall be terminable at any time if so required in writing by the Governor and shall in the event of any such repuisition being made be forthwith thereafter determined by the lessee accordingly.

To deliver up mines, etc, in good order.

17. The lessee will at the expiration or sooner determination of the said terms deliver up to the Governor all mines pits shafts inclines drifts levels waterways airways and other works [now existing or] hereafter to be sunk or made under the said lands (except such as may have been abandoned with the sanction of the Governor or in an ordinary and fair course of working) and all [engines machinary plant buildings structures and other works and conveniences which at the commencement of the said term were upon or under the said lands and all] engines machinery plant and fixtures set up by the lessee below ground level which connot be removed without causing injury to any mines or works under the said lands (except such of the same as may with the sanction of the Governor have become disused) and all buildings and structures of brick or stone erected by the lessee above ground level in good repair order and condition and fit in all respects for further working of the said minerals.

To remain British in constitution.

18. (*a*) The lessee shall at all times during the said term remain or be a British subject or subjects or subject or subjects of an Indian State or a Company or Corporation registered incorporation or established in Brities India or in an Indian State

or some part of His Majesty's dominions and of which at all times during the said term the Chairman or President or other person occupying that or any similar position (if any) and the Managing Director (if any) and a majority of the other Directors (if any) shall be a British subject or British subjects or subject or subjects of an Indian State and the Managing Agents or Managing Agent Secretaries or Secretary (if any) shall be a firm of which every member is a British subject or subject of an Indian State an individual who is a British subject or a Company in every respect answering the description and satisfying the conditions last hereinbefore contained and laid down as those to which the Company itself must as the lessee conform.

(*b*) The Local General Manager and all the members of the local staff employed by the lessee shall at all times during the said term be a British subject or British subjects or subject or subjects of an Indian State and neither the lessee nor the said mines mineral shall at any time during the said term be or become directly or indirectly controlled or managed by any person or persons who is not a British subject or subjects or subject or subjects of an Indian State or a Company in every respect answering the description and satisfying the conditions last hereinbefore mentioned

19, If the lessee is a company or corporation it shall report to the Governor any alteration in its Memorandum or Articles of Association or in its constitution within two months after the same shall have been made and shall have two months' previous notice in writing to the Governor of any intention or proposal to make any such alteration which might conceivably affect its status or character as hereinbefore in clause 18 of this part mentioned and no such alteration shall be made unless the Governor shall have previously consented thereto in writing PROVIDED ALWAYS that the consent of the Governor shall not be refused to any such alteration as aforesaid in the Memorandum and Articles of Association or the constitution of the lessee unless in its opinion such alterations shall be contrary to the cardinal principle laid down by Government in respect of the said mineral, that is to say that the lessee shall be and remain a British subject or British subjects

* Here insert suitable period with which report should be sent

or subject or subjects of an Indian State or a British Company under British control or a Company incorporated in an Indian State under the control of British subjects & subject of an Indian State.

Right of pre-emption

20. (*a*) The Governor shall from time to time and at all times during the said term have the right (to be exercised by notice in writing to the lessee under the hand of any Secretary to Government) of pre-emption of the said mineral (and all products thereof) lying upon the said lands hereby demised or elsewhere under the control of the lessee and the lessee shall, with all possible expedition and so as to avoid demurrage on the vessel or vessels engaged to convey the same, deliver all mineral or products thereof purchased by the Governor under the power conferred by this provision in the quantities at the times in the manner and at the place of shipment or storage specified in the notice exercising the said right.

(b) Should the right of pre-emption conferred by this present provision be exercised and a vessel chartered to carry the mineral or products thereof procured on behalf of the Governor hereunder be detained on demurrage at the port of loading, the lessee shall pay the amount due for demurrage according to the terms of the charter party of such vessel unless the Governor shall be satisfied that the delay is due to causes beyond the control of the lessee.

(c) The price to be paid for all minerals or products of minerals taken in pre-emption by the Governor in exercise of the right hereby conferred shall be the fair market price for the time being to be determined in default of agreement under the provision hereinafter in clause 13 of Part IX of this schedule contained PROVIDED THAT in order to assist in arriving at the said fair market price the lessee shall if so required furnish to the Governor for the confidential information of the Government particulars of the quantities, descriptions and prices of the said minerals or products thereof sold to other customers and of charters entered into for freight for carriage of the same and shall produce to such officer or officers as may be directed by the Governor original or authenticated copies of contracts and charter parties entered into for the sale or freightage of such mineral or products.

B.P.No. misc 3372
Dated 16/12/41

Single Member
~~Two Members~~
~~Full Board.~~

	I-A.	A.L.S. & L.R.	Assistant Secretary L.R.	Irrigation.	Sep. Rev.	J.S.	Secy.	M 3	M 2	M 1
1. Open file seen by				✓		✓		✓		
2. Final draft seen by				✓						
3. Now circulated to										
4. Initials.										

Passed for record.

~~Secretary~~
Joint Secretary.

~~A.S. (L.R.)~~
A.S. (Irrign.) 21/12/41
~~A.S. (Sep.Rev.)~~
~~A.L.S. &~~ L.R.
~~I-A.~~

Note:- Entries not required to be scored out.

20/12

Part IX—General Provisions.

Power of distress.

1. If any rent or royalty hereby reserved shall be in arrear or nupaid for the space of two calendar months next after the day whereon the same ought to be paid then (whether the same shall have been formally demanded or not) and so often as the same shall happen the Governor may enter into and upon the said lands and may distrain all or any of the minerals mineral ore movable engines machinery plant live and dead stock and other movable property belonging to the lessee which shall be found in or upon the same premises and may sell and dispose of the same and apply the proceeds thereof in or towards the satisfaction and payment of the rent or royalty which shall then be in arrear and all costs and expenses occasioned by the non-payment thereof or by such distress.

Power of re-entry.

2(a) If any rent or royalty hereby reserved shall be in arrear or unpaid for the space of six calendar months next after the day whereon the same ought to be paid (whether the same shall have been formally demanded or not); or (b) if any penalty fiixed under the proviso at the end of this clause or under clause 3 of this part is not paid within the time specified for such payment; or (c) if the lessee shall fail or neglect to perform or observe any of the covenants and agreements contained in clauses 1 and 4 of Part III and clauses 1, 3, 5, 6, 9, 10, 11, 14, 15, 16, 18, 19 and 20 of Part VII of these presents and on the part of the lessee to be observed and performed; or (d) if the lease or any interest hereunder is attached or sold in competance with any decree or order of a court or Revenue Officer or (e) in case it shall appear to the Governor that its sanction to any such assignment transfer grant arrangement compact or understanding as mentioned in clauses 15 and 16 of the covenants by the lessee herein before in Part VII of these presents contained was improperly obtained or that any improper use of the rights or powers under any such arrangement compact or understanding as aforesaid of any party thereto has been made by or with the convenience of the lessee; or (f) if the lessee shall fail *(unless exempted by the Governor for good cause)* during three consecutive years of the said term to get from the said lands so much of the said mineral as at the rates of royalty hereinbefore mentioned would produce royal-

ties for those years equal in amount to the said certain half-yearly rent payable during that period or (g) if the lessee shall be adjudicated insolvent or (h) if, in the event of the lessee being a company, an order shall be made for winding up such company, or an effective resolution shall be passed for winding up (except when the company is being wound up for the purpose of reconstruction and the Governor has sanctioned under clause 15 of Part VII the assignment or transfer of the original company's interest in the lease to the reconstructed company, then and in any such case it shall be lawful for the Governor at any time within two years of the date on which such default, failure, neglect or any other cuase for re-entry above mentioned came to the notice of the Governor and although advantage may not have been taken of any previous cause for re-entry to re-enter into and upon the said premises or any part thereof in the name of the whole and thereupon this present lease and the said term and the liberties powers and privileges hereby granted shall absolutely cease and determine but without prejudice to any right or remedy of the Governor in respect of any breach of any of the covenants and agreements contained in these presents or for the recovery of any rent or royalty remaining unpaid; provided that in cases falling under clauses (c) (e) or (f) mentioned above it shall be lawful for the Governer as the considaration for the non exercise of the power of re-entry to require the lessee to pay within a specified time such penalty for the default failure reglect or other cause for re-entry not exceeding four times the amount of the said certaion half-yearly rent as the Governor may fix.

Penalty for breach of covenant

3. If the lessee shall at any time during the said term fail or neglect to observes or perform or commit a breach of any covenants or agreements contained in these presents other than those mentained in the last preceeding clause hereof and on the part of the lessee to be observed or performed it shall be lawful for the Governor at any time within two years of the date on which such failure neglect or breach above mentioned came to the notice of the Governor and although advantage may not have been taken of any previous failure neglect or breach of a like nature to require the lessee to pay within a specified time such penalty for the failure neg-

lect or breach not exceeding four times the amount of the said certain half-yearly rent as the Governor may fix.

Power to lessee to remove property.

4. The lessee (having first paid and discharged the rents and royalties payable by virtue of these presents) may at the expiration or sooner determination of the said term or within six calendar months thereafter (unless the lease shall be determined under clause 2 of this part and in that case at any time not less than three calendar months nor more than six calendar months after such determination) take down take up and remove for the benefit of the lessee all or any engines machinery plant buildings structures tramways railways and other works erections and conveniences which may have been erected set up or placed by the lessee in or upon the said lands and which the lessee is not bound to deliver up to the Governor under clause 17 of Part VII of this schedule and the Governor shall not desire to purchase under the provisions of clause 5 of this part and also all minerals and mineral ore won by the lessee under the authority of these presents and then remaining in or upon the said lands making reasonable compensation for all damage done to the said lands by such removal.

Power to Governor to purchase property.

5. If at the expiration or sooner determination of the said term the Governor shall desire to purchase all or any of the engines machinery plant buildings structures tramways railways and other works erections and conveniences which may have been erected set up or placed by the lessee in or upon the said lands and which the lessee is not bound to deliver up under clause 17 of Part VII of this schedule and if such desire shall be signified by a notice in writing given to the lessee by the Collector six calendar months before the expiration or sooner determination of the said term or if this lease shall be determined under clause 2 of this Part at any time within three calendar months after such determination then and in such case the articles and things specified in such notice shall not be removed by the lessee but shall be purchased by the Governor at a price equivalent to the cost of the same at the time of their erection upon the said lands after deducting from such cost a sum equal to five per cent thereof for every year which shall have elapsed since that time.

Forfeiture of property left for more than six months after determination of lessee.

6. If at the expiration of six calendar months after the expiration or sooner determination of the said term there shall remain in or upon the said lands any engines machinery plant buildings structures tramways railways and other works erections and conveniences or minerals or mineral ores or other property which the lessee is entitled to remove from the said lands the same shall if not removed by the lessee within one calendar month after notice in writing requiring their removal be given to the lessee by the Collector be deemed to become the property of the Crown and may be sold or disposed of for the benefit of the Province in such manner as the Governor shall deem fit without liability to pay any compensation or to account to the lessee in respect thereof.

Power to surrender

7. The lessee may at any time determine this lease by giving not less than twelve calendar months' notice in writing to the Collector and upon the expiration of such notice and provided the lessee shall upon such expiration render and pay all rents royalties compensation for damage and other moneys which may then be due and payable under these presents to the Governor or any other person or persons and shall deliver up these presents to the Collector then this present lease and the said term and the liberties powers and privileges hereby granted shall absolutely cease and determine but without prejudice to any right or remedy of the Governor in respect of any breach of any of the covenants or agreements contained in these presents.

Destruction of mines or works.

8. If at any time during the continuance of this demise the said mines and works shall become destroyed or rendered substantially and permanently unfit for the purposes of this demise by fire tempest or flood or violence of any army or mob or other irresistible force these presents shall at the option of the lessee be void provided that if the injury be occasioned by the wrongful act or default of the lessee or the servants of the lessee the lessee shall not be entitled to the benefit of this provision. And provided also that if this lease shall become void for or by reason of any of the causes aforesaid it shall be without prejudice to the rights and remedies of the Governor under or by virtue of these presents for the recovery of any rent or royalty which may then remain unpaid or in respect

of any breach which may have been committed of any of the covenants herein contained on the part of the lessee.

Power to take possession in event of war or emergency.

9. "In the event of the existence of a state of war or of grave national emergency (of which existence the Governor General of India in his discretion shall be the sole judge and a Notification to this effect in the Gazette of India shall be conclusive proof) the Governor after notice in writing to the lessee under the hand of any Secretary to Government of his intention so to do may forthwith take possession or assume control of the works plant machinery and premises of the lessee at or in connection with the said mines and may pre-empt at prices fixed by the Governor all minerals (and all produce thereof) extracted from or lying upon the said mines during such possession or control and the lessee shall conform and obey all directions given by or on behalf of the Governor regarding the use or employment or such works plant premises and minerals provided that fair compensation which shall be determined in default of agreement by the Governor under the provision hereinafter in clause 13 of this Part contained by him by reason or in consequence of the exercise of the powers conferred by this clause and provided also that the exercise of such powers shall not determine the said term hereby granted or affect the terms and provisions of these presents further than may be necessary to give effect to the provisions of this clause.

Lessee's rights in respect of other minerals.

10. If any minerals not included in this lease shall during the said term be discovered by the lessee within the said lands and if no mining lease shall then be held by any other person in respect of the same the lessee shall during the twelve calendar months next succeeding the discovery thereof have the option of taking a mining lease in accordance with the said rules in respect of such minerals over so much of the said lands as the lessee may desire and during such period of twelve calendar months the lessee shall be entitled to win work and carry away any of the minerals so discovered on payment therefor to the Governor of such royalty not being less than 20 per cent of the

value of such minerals as the Governor may prescribe or in case of precious stones shall have the right during the said period of twelve calendar months to the first offer of such mining lease in respect of such precious stones as the Governor may think fit to grant.

Service of notices on lessee.

11. Every notice by these presents required or authorized to be given to the lessee may be given to such person resident on the said lands as the lessee may appoint for the purpose of receiving such notices or if there shall be no such person then to any person in the employ of the lessee who may be found upon the said lands or if no such person be found then the same may be left at the said office of the lessee upon the said lands or affixed in a conspicuous position upon some building or erection in the occupation of the lessee upon the said lands.

Interpretation of term 'Collector'

12. In these presents the expression "the Collector" shall mean the Revenue Officer in charge of the district within which the said lands are situate.

Arbitration Clause.

13 If and whenever any question or dispute shall arise in regard to the construction meaning or effect of these presents or any clause or thing herein contained or in regard to the manner or sufficiency of the observance or performance by the lessee of any covenant or agreement herein contained or in regard to the mode of working of the said minerals or the maintenance or condition of any works in or upon the said lands or in regard to any valuation to be made under these presents or in regard to the amount or payment of any rent royalty compensation or other money payable by the lessee or in regard to any other matter or thing relating to or arising out of these presents such question or dispute shall be determined by the Governor whose decision thereon shall be final and binding on the parties hereto. Provided always that any dispute as regards the price to be paid under clause 20 (c) of Part VII of this schedule shall be determined by two arbitrators one to be nominated by the Governor and the other by the lessee or in case of disagreement between the arbitrators by

an umpire to be appointed by the arbitrators by writing under their hands before proceeding with the arbitration and the decision of such arbitrators or umpire as the case may be shall be final and binding on the parties hereto.

(1) This clause is to be used where the lease is granted to one or more individuals (the name of the constituted attorney being filled in if the lessee or lessees do not sign personally.)

Signed by:—

(Sd) J. N. Fraser
Collector, Bellary

[Name and Designation.]

for and on behalf of the Governor of Madras in the presence of

(1) Signed by the above named

(Sd) C. Srinivasa Rao

Attorney to Mr. V. Krishna

(True Copy)

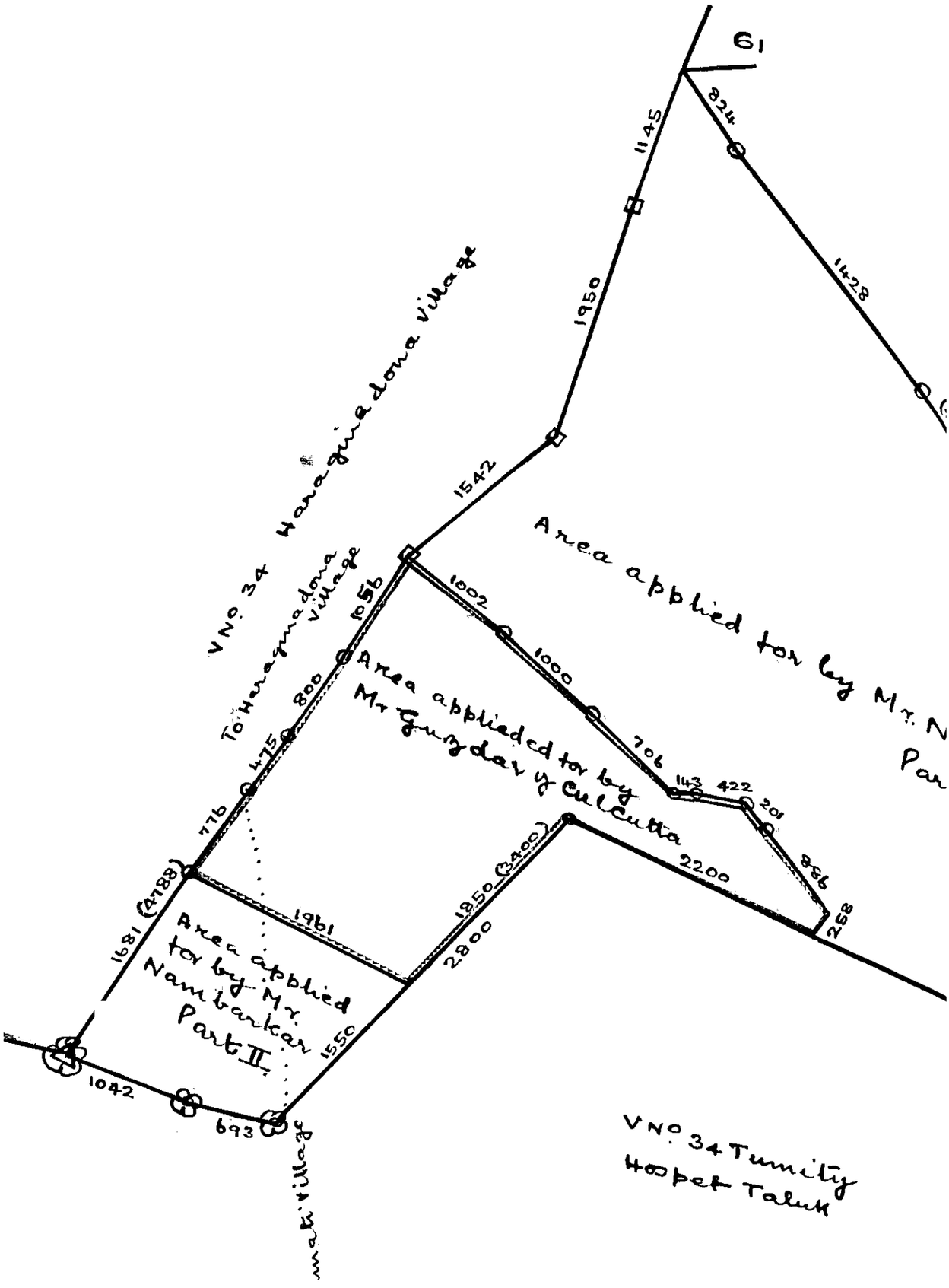
For Collector

VISHNU PRESS, BELLARY.

Survey N'

Sketch showing the areas

Bellary District
Bellary Taluk



(True Copy)

26 Parb 1 and 2

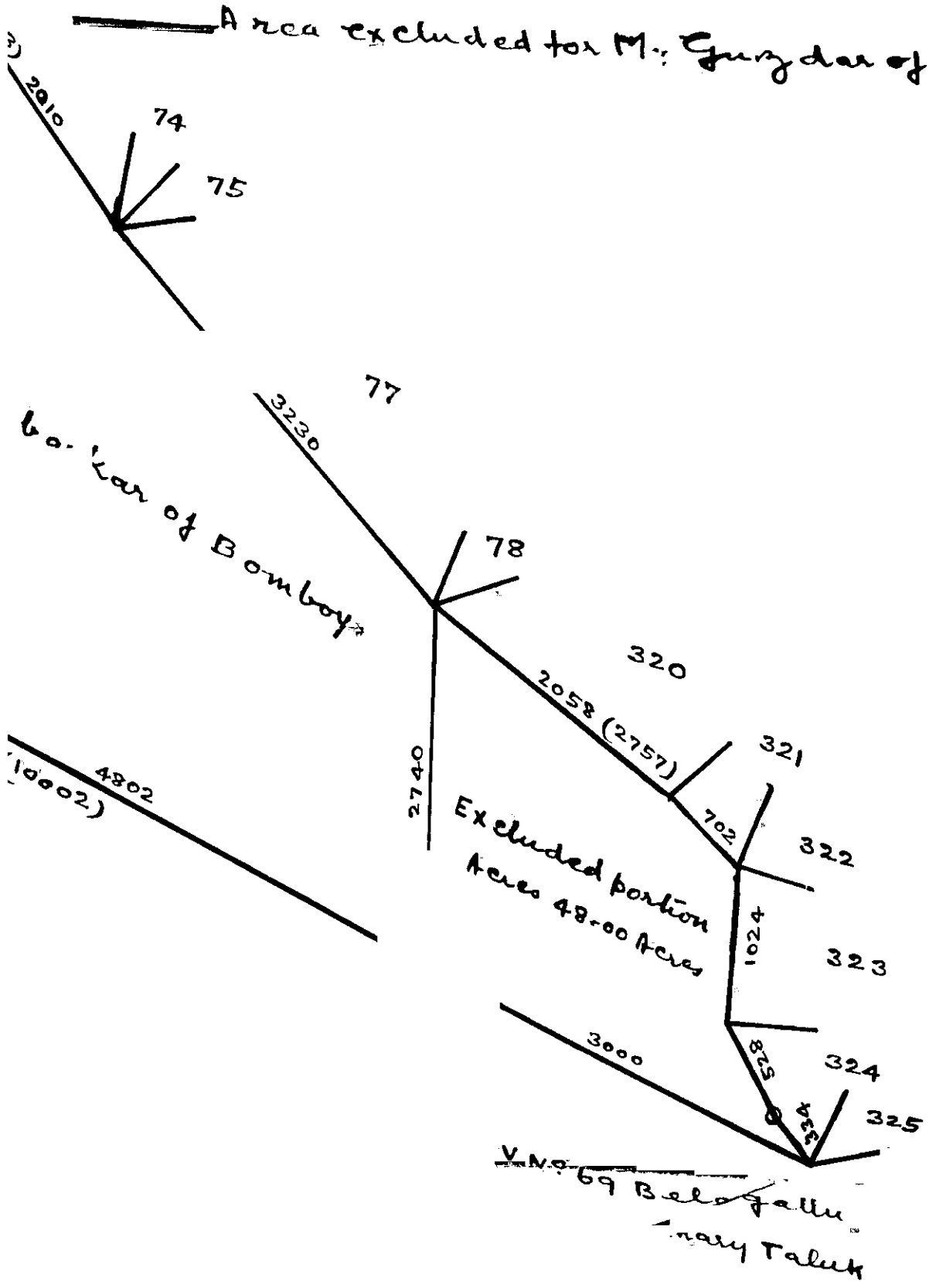
ted oxide by Nambarkar of Bombay Village { No 35 / Name Jamkunta

Parb 1 and 2 Area 304.00 Acres

Reference

62 —— Area applied for by Mr Nambarkar of Bomboy

—— Area excluded for Mr Gurzdar of Calcutta



J. N. Jam
Collector